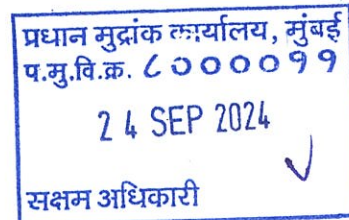




महाराष्ट्र MAHARASHTRA

2024

CS 948302



श्री. विनायक ब. जाधव

This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

DEED OF ASSIGNMENT

This Deed of Assignment (this "Deed") is made and entered into on this day of 20th day of October 2024.

BETWEEN:

1. **Mr. PRAKASH SURESH RITA**, son of Mr. Suresh Rita, adult, aged 37 years, DIN 08766312, residing at 902, Nariman Road, Nariman Tower, Vile Parle (East), Mumbai-400057 (hereinafter referred to as "Assignor", which expression shall unless it be repugnant or contrary to the meaning thereof shall mean and include his legal heirs, executors, successors in title, nominees and assigns); and,

PR
Rita

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3 OCT 2024



फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

- मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
- मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
- परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण पत्ता

GLOIRIO DECOR PRIVATE LIMITED
701, 702, 703 SS HOUSE 71H
FLOOR NEHRU ROAD VILE
PARLE EAST, MUMBAI-400057

परवाना क्रमांक ८००००९१
मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे

गाँव नं. २, बिल्डींग नं. ४, कोलगेट मैदानासमोर,
बाईबाबा मंदिराजवळ, खेरनगर, बांगु (पूर्व), मुंबई - ४०० ०५१.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेची

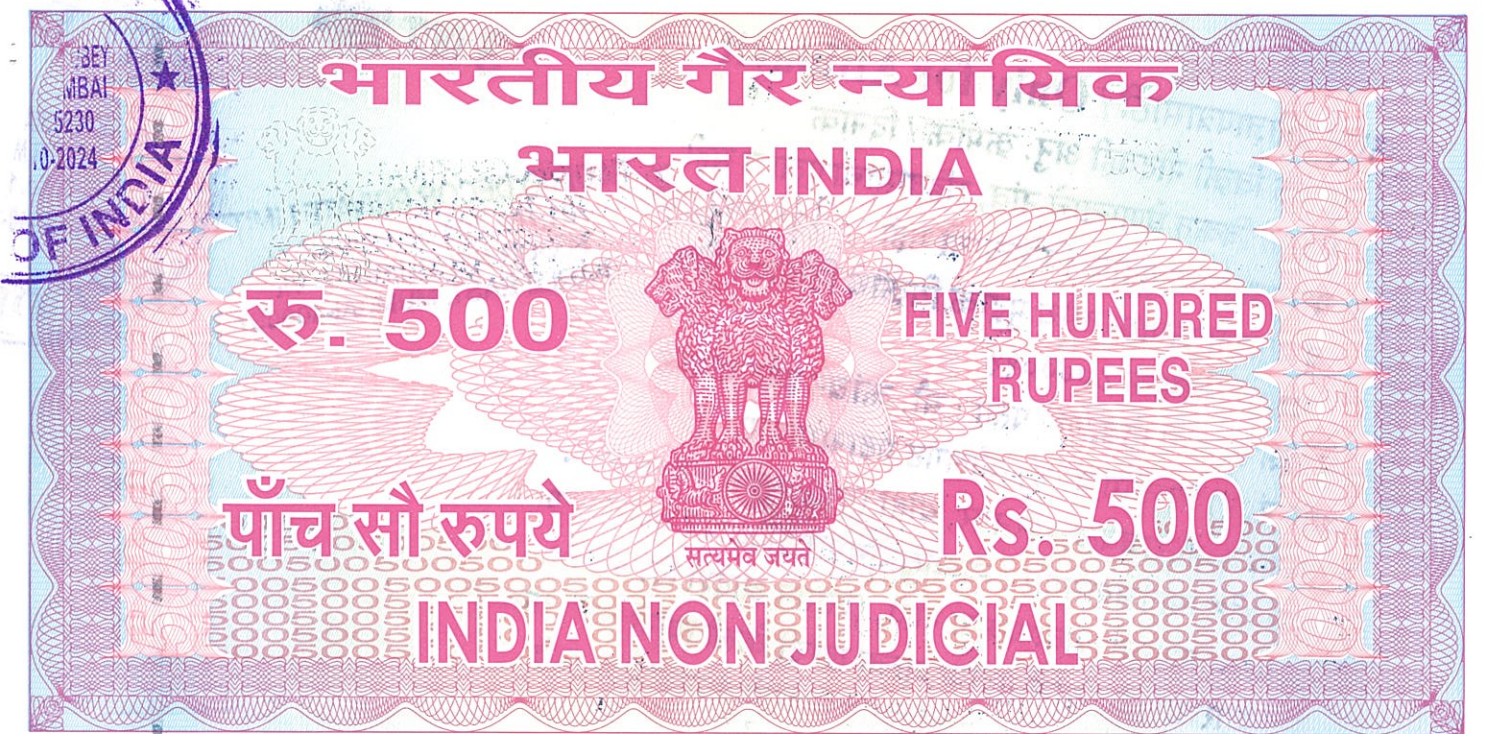
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२०१८)

ज्यावर एखाद्यासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याचा वापर

करणे संपलेल्यामुळे या प्रतिज्ञापत्रात वापरणे अर्थनकारक आहे



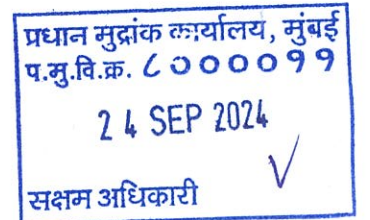
3410000



महाराष्ट्र MAHARASHTRA

2024

CS 948303



श्री. विनायक ब. जाधव

This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

2. **GLOIRIO DECOR PRIVATE LIMITED**, a company incorporated under the laws of India, having CIN U74102MH2024PTC427091 and having its registered office at 701, 7th Floor, S S House, Nehru Road, Vile Parle East Mumbai 400057 (hereinafter referred to as “Assignee”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Assignor and the Assignee being hereinafter individually referred to as “Party” and collectively being referred to as the “Parties”.

WHEREAS

- I. The Assignor is the exclusive owner of the Device Mark “Gloirio style your interior”, bearing Trademark No. 3193141 under Class 19 concerning goods like manufacturer and trader in building materials, (non-metallic), non-metallic rigid pipes for building; asphalt, pitch and bitumen; non-metallic transportable buildings; monuments, not of metal and plywood, veneer, wood laminates, included in Schedule I of this Deed (“Mark”) and other intellectual property rights relating thereto.

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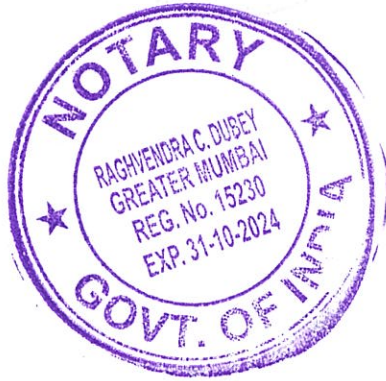
- 3 OCT 2024

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

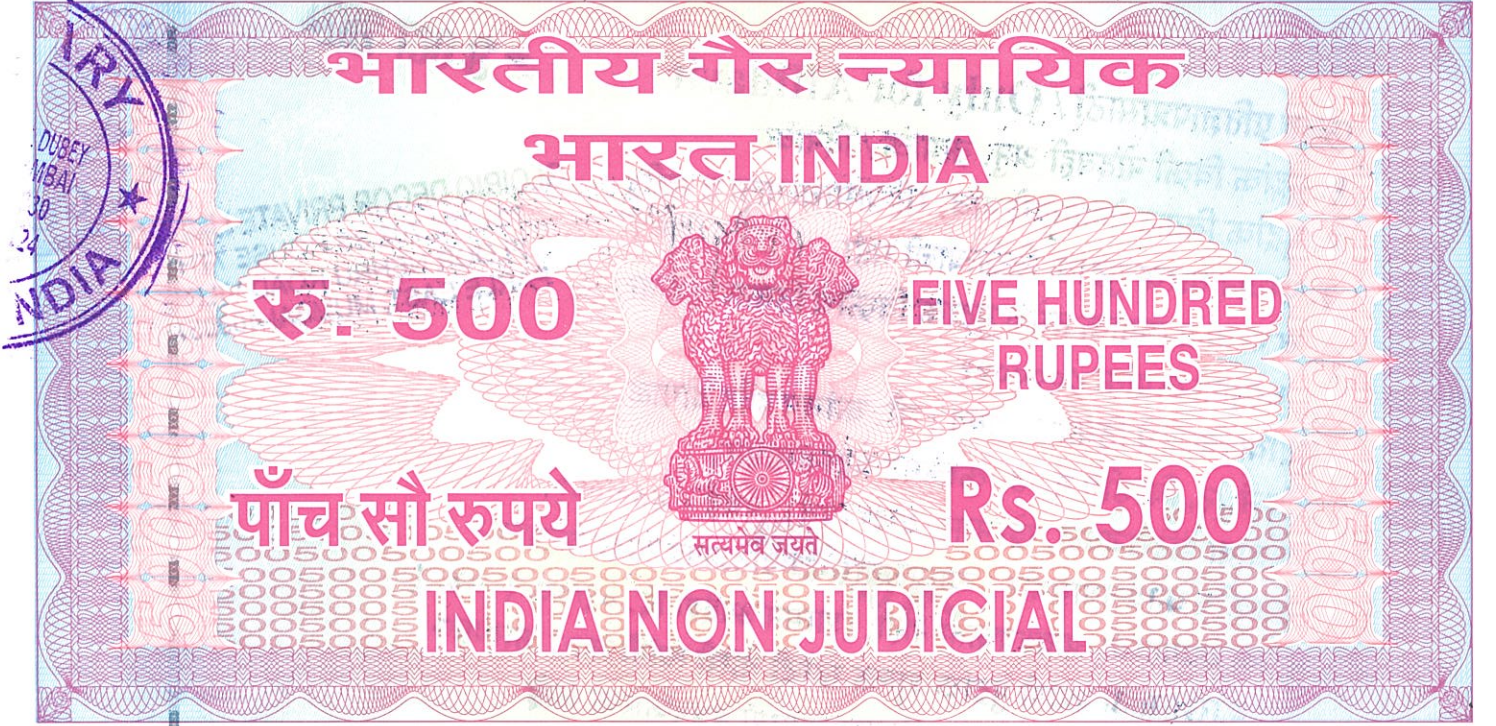
१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

परवाना क्रमांक ८००००११
मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे
शॉप नं. २, बिल्डींग नं. ४, कोलगेट मैदानासामोर,
साईबाबा मंदिराजवळ, खेरनगर, बांद्रा (पूर्व) पोस्ट - ४०० ०५१.
शासकीय कार्यालयासमोर / न्यायालयीन प्रतज्ञापत्र सादर करणे
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०९/२०२०)
ज्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांचा कारणा-
वारक खरेदी केल्यागम ६ महिन्यात वापरणे बंधनकारक आहे

GLOIRIO DECOR PRIVATE LIMITED
701, 702, 703 SS HOUSE 7TH
FLOOR NEHRU ROAD VII
PARLE EAST, MUMBAI-400057



APTA00



महाराष्ट्र MAHARASHTRA

2024

CS 948304



श्री. विनायक ब. जाधव

This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

- II. The Mark was registered by the Assignor on 24.02.2016. The Assignor's title, ownership, and rights to the Mark is absolute, unencumbered, and undisputed, having been duly acquired and maintained in accordance with applicable laws and regulations.
- III. The Assignee is a designer, trader, seller and importer of innovative decorative panel and moulding products for interior/exterior applications based out of India. The Assignee distributes its products across India, and has a reputation for variety, novelty, innovative, high quality, and competitive pricing.
- IV. The Assignor was previously a partner of M/s. Vogue Decor, a partnership firm engaged in the design, and trading of innovative decorative panel and moulding products for interior/exterior applications. Through a business transfer agreement dated 18th June 2024, ("Business Transfer Agreement") the Assignee acquired the entirety of the business of Vogue Decor, including all its assets, liabilities, and business operations on a going concern basis.

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- 3 OCT 2024



फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे

पॉप नं. २, बिल्डींग नं. ४, कोलगेट मैदानासामोर,

मार्दबावा मंदिराजवळ, खेरनगर, बांद्रा (पूर्व) मुंबई - ४०० ०५१.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेन

मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२०२१)

ज्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणा

मुद्रांक खरेदी केल्यामुळे नव्हत्यात वापरणे बंधनकारक आहे

GLOIRIO DECOR PRIVATE LIMITED
701,702,703 SS HOUSE 7TH
FLOOR NEHRU ROAD VILE
PARLE EAST, MUMBAI-400057





महाराष्ट्र MAHARASHTRA

2024

CS 948300



This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

- V. By this Deed, the Assignor is transferring all its right, title and interest in the Mark of the Assignor along with related intellectual property rights and the goodwill in the same, to the Assignee.
- VI. The Assignor and the Assignee have also agreed to together apply for the assignment of the Mark to the Assignee from the Assignor.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Parties agree as follows:

1. **Effective Date**

This Deed shall be read along with the Business Transfer Agreement. The effective date of this Deed shall be the Closing Date (i.e., 30th June 2024) as defined in the Business Transfer Agreement.

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-3 OCT 2024

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

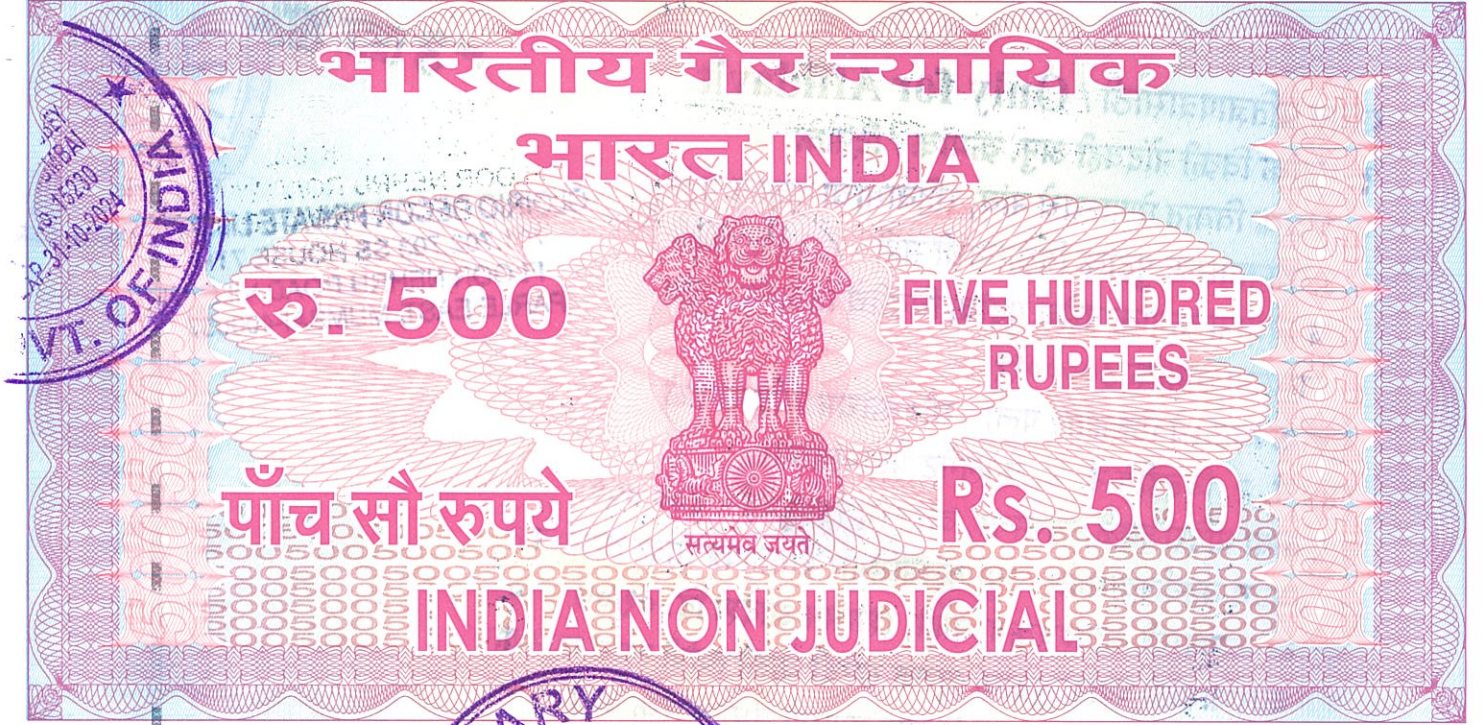
GLOIRIO DECOR PRIVATE LIMITED
701,702,703 SS HOUSE 7TH
FLOOR NEHRU ROAD VILE
PARLE EAST, MUMBAI-400057



परवाना क्रमांक ८००००११
मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे
शॉप नं. २, बिल्डींग नं. ४, कोलगेट मैदानासामोर,
साईबाबा मंदिराजवळ, खेरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.
शासकीय कार्यलयासमोर / न्यायालय समोर प्रतिज्ञापत्र सादर करण्यात
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१.०९.२०२४)
ज्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणा
मुद्रांक खरेदी केल्यागाम ६ महिन्यात वापरणे बंधनकारक आहे



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महाराष्ट्र MAHARASHTRA



2024

CS 948301

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९
24 SEP 2024
सक्षम अधिकारी ✓

श्री. विनायक ब. जाधव

This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

2. Terms of Assignment

2.1 Assignment:

2.1.1 Subject to the terms and conditions of this Deed, and for valuable and adequate consideration, the Assignor hereby, with effect from the Effective Date, assigns and transfers irrevocably and absolutely to the Assignee, all its present and future right, title and interest in, to, over and upon the Mark, all marks and elements comprised in the Mark including the word mark "GLOIRIO", all brands containing the term "GLOIRIO", all sub-brands, logos, taglines, slogans in all forms, styles, variations, translations and colours used in connection therewith, along with all goodwill attached to each of the aforesaid and all applications/ registrations relating thereto (hereinafter "Assigned Intellectual Property"), on a worldwide, assignable, licensable basis, free from all encumbrances and without any limitations and disclaimers. and the Assignee hereby accepts the assignment of the Mark from the Assignor. The Parties agree that the assignment hereunder shall not lapse under any circumstances, including on the Assignee's failure to exercise the assigned rights for any period whatsoever.

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[Signature]

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- 3 OCT 2024

फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता

परवाना क्रमांक ८००००११
मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे
शॉप नं. २, बिल्डींग नं. ४, कोलगेट मैदानासामोर,
साईबाबा मंदिराजवळ, खेरनगर, बांद्रा (पूर्व) - ४०० ०५१.
शासकीय कार्यालयासमोर / न्यायकृषिसमोर प्रतिज्ञापत्र सादर करणे न त
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०७/२०२०)
ज्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणा
मुद्रांक खरेदी केल्यागाम ६ महिन्यात वापरणे बंधनकारक आहे

GLOIRIO DECOR PRIVATE LIMITED
701,702,703 SS HOUSE 7TH
FLOOR NEHRU ROAD VILE
PARLE EAST, MUMBAI-400057





महाराष्ट्र MAHARASHTRA



2024

CS 948299

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९
24 SEP 2024
सक्षम अधिकारी

श्री. विनायक ब. जाधव

This Stamp Paper is for the Deed of Assignment executed between

Mr. Prakash Suresh Rita and Gloirio Décor Private Limited

2.1.2 After the Effective Date, the Assignee shall be the sole and absolute owner of the Assigned Intellectual Property and the Assignor shall thereafter have no right, title, claim or interest in, over and upon the Assigned Intellectual Property. The Assignor covenants and undertakes that it shall not contest, oppose, or object to the absolute ownership of the Assignee in the Assigned Intellectual Property in any manner including but not limited to the validity or subsistence of any right in the Assigned Intellectual Property including the Mark at any time for any reason.

2.1.3 The Assignor acknowledges and agrees that the Assignee shall have the right to use the Assigned Intellectual Property including the Mark for creating any improvements, derivatives, modifications, adaptations to the Mark ("Derivative Works") for any purpose in relation to Assignee's business, and that the Assignee shall be the owner and proprietor of and shall have ownership of all rights, title and interest in such Derivative Works. The Assignor covenants and undertakes that it shall not claim any ownership or any other right or interest in such Derivative Works.

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फक्त प्रतिज्ञापत्रासाठी / Only for Affidavit

004790

- 3 OCT 2024

१. मुद्रांक विक्री नोंदवही अनु. क्रमांक / दिनांक
२. मुद्रांक विकत घेणाऱ्याचे नांव, रहिवासाचा पत्ता व सही
३. परवानाधारक मुद्रांक विक्रेत्याची सही

GLOIRIO DECOR PRIVATE LIMITED
701, 702, 703 SS HOUSE 7TH
FLOOR NEHRU ROAD VILE
PARLE EAST, MUMBAI-400057

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण / पत्ता
परवाना क्रमांक ८००००११

मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळे
शां. नं. २, बिल्डींग नं. ४, कोलगेट मैदानासामोर,
साईबाबा मंदिराजवळ, खेरनगर, बांद्रा (पूर्व), मुंबई - ४०० ०५१.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रमाणित
मुद्रांक कागदाची आवश्यकता नाही, (शासन आदेश दि. ०१/०१/२०२०)
ज्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केली त्यांनी त्याच कारणा
मुद्रांक खरेदी केल्यामुळे परिहृत वापरणे बंधनकारक आहे





- 2.2 The Assignment includes, without limitation:
- 2.2.1 the right to bring or defend proceedings against any third party in respect of violation of the Assigned Intellectual Property (including proceedings against any third party for infringement of any rights, title, and interest in and to the Mark whether taking place before or after this assignment) and to retain any damages recovered from such proceedings and the right to substitute the Assignor in any pending legal proceedings, administrative or quasi-judicial proceedings, including oppositions, infringement/ passing off actions, cancellation / rectification petitions, etc., relating to the Assigned Intellectual Property.
- 2.2.2 the right to make any applications and claim priority for the registration, modifications, renewal, or alteration of the Assigned Intellectual Property Mark in any manner and in relation to any goods and services before any authority, anywhere in the world;
- 2.2.3 the right to rely on prior use of the Assigned Intellectual Property including the Mark; and
- 2.2.4 the right to directly or indirectly use the Assigned Intellectual Property including the Mark (including granting licenses in relation thereto to any third party) in any manner and in relation to any goods and services which the Assignee deems fit without requiring any permission/consent from the Assignor.
- 2.3 **Exclusivity:** The ownership of the Assigned Intellectual Property including the Mark is exclusive to the Assignee. The Assignee shall from this Effective Date be entitled to use the Assigned Intellectual Property including Mark anywhere in the world without requiring any consent or suffering interference or interruption from the Assignor.
- 2.4 **Term and Extent:** The Assignment shall be worldwide, perpetual, and shall be without any limitation of whatsoever nature. The Assignor hereby waives, to the extent permissible under law, any and all author's special rights or moral rights or rights of a similar nature.
- 2.5 **Irrevocable:** The Assignment shall not be revocable by the Assignor under any circumstances.
- 2.6 Without limiting the generality of the provisions of clause 2.1 to 2.3 above, the Assignee shall be entitled to all statutory rights in respect of the Assigned Intellectual Property including Mark, and shall have the rights, including without limitation, to do all or any of the following:

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- 2.6.1 apply for protection of the Assigned Intellectual Property including Mark therein;
- 2.6.2 reproduce the Assigned Intellectual Property including Mark, or any of them, in any material form;
- 2.6.3 assign the Assigned Intellectual Property including Mark or any part thereof;
- 2.6.4 publish in any manner or disclose the Assigned Intellectual Property including Mark to any person;
- 2.6.5 make any improvements, changes, or variations to or in the Assigned Intellectual Property including Mark; and
- 2.6.6 license the Assigned Intellectual Property including Mark or any rights hereto to any person.
- 2.7 **Documents:** The Assignor shall within 2 business days from the Effective Date deliver to Assignee (a) all documents relating to the Assigned Intellectual Property including without limitation copies of the trademark applications, correspondence with the relevant Intellectual Property Office (including the Indian Trade Marks Registry) during the process of the registration (including the examination reports and the responses to the examination reports), originals of the registration and renewal certificates (wherever applicable) in respect of all Assigned Intellectual Property including the Mark; and (b) any other deeds, documents, materials related to the Assigned Intellectual Property (including the Mark) in the possession or control of the Assignor including evidence of use of the Mark.
- 2.8 **Co-operation:** The Assignor shall render such co-operation as may be required by the Assignee and execute or swear to such documents, applications, affidavits (a) to ensure that full and absolute ownership of the Assigned Intellectual Property including Mark vest with the Assignee and (b) which the Assignee may require to protect, maintain, defend and enforce the Assigned Intellectual Property, anywhere in the world.
- 2.9 **Attorney:** Without derogation of the rights conferred on the Assignee under this Deed, the Assignor hereby constitutes the Assignee as its irrevocable attorney for doing any act, deed or thing for the protection, maintenance, defence and enforcement of the Assigned Intellectual Property including the Mark, including executing any and all documents and making applications, to ensure the vesting of absolute ownership of the Assigned Intellectual Property in the Assignee and to protect the interests of Assignee so that the Assignee can procure the full benefits of the provisions of this Deed. The Assignee shall be entitled to use the name of the Assignor for any such purpose. The Assignor agrees that the Assignee has an interest in such authority and that the same cannot be terminated to the prejudice of the Assignee.

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3. Representation and Warranties

3.1 For the Assignee to enter into this Deed with Assignor, the Assignor represents and warrants the following:

- a. Assignor has all requisite capacity and authority to execute and deliver this Deed and any and all other instruments and agreements required to be executed and delivered by such Assignor pursuant to this Deed.
- b. The execution by the Assignor of this Deed and the performance by the Assignor of each obligation hereunder have been duly and validly authorized by all necessary corporate actions of the Assignor and no other corporate actions on the part of the Assignor is necessary.
- c. This Deed has been duly and validly executed and delivered by the Assignor and constitutes a legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.
- d. The Assignor has not filed and shall not attempt to file any trademark application or obtained any registration in respect of any other trademark that is, in whole or in part, identical with or deceptively similar to the Mark or the mark "GIOIRIO" in any state, region, or country.
- e. Assignor is the exclusive owner of the Assigned Intellectual Property including the Mark and has full right, title and interest to grant all the rights, titles and interests agreed to be granted under this Deed.
- f. The Assignee's use of the Mark does not and shall not in the future infringe the intellectual property rights or any other rights, of any other person.
- g. Neither the execution and delivery by Assignor of this Deed, nor the consummation by Assignor of the transactions contemplated herein, will violate, or be in conflict with, or constitute a default (or an event or condition that, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of any debt, liability, contract, agreement, or other arrangement to which Assignor is a party.
- h. The Assigned Intellectual Property including the Mark is neither subject to any charge lien or other encumbrance whatsoever nor been agreed to be encumbered in any manner whatsoever.

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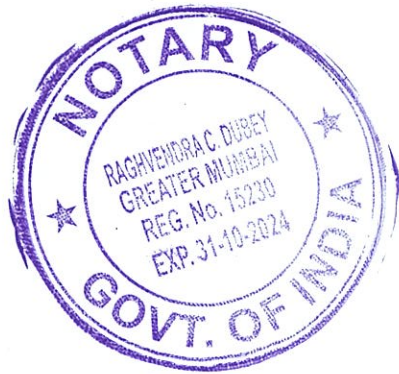


- i. The Assignor has not assigned, transferred, or conveyed, and will not hereafter attempt to assign, transfer, or convey, the Assigned Intellectual Property including theMark, or any other rights, title, and interests assigned hereunder, or any interest or right therein, to any person or entity other than pursuant to this Deed. Assignor has no knowledge of any claim of ownership by any other party in and to the Assigned Intellectual Property including theMark assigned hereunder.
- j. The Assignor has not done any act or thing or omitted to do any act or thing and shall not do any act or thing or omit to do any act or thing, which may in any manner restrict or otherwise adversely affect the rights granted to the Assignee under this Deed.
- k. The Assignor is not aware of: (A) any material fact or circumstance which if not disclosed the Assignee would alter or affect the decision of the Assignee to acquire the Assigned Intellectual Property including the Mark under and in accordance with this Deed; (B) any infringement or threatened infringement by a third party of the Assigned Intellectual Property including the Mark or any of them and/or the infringement by the Assigned Intellectual Property including the Mark or any of them of third party rights; and (C) any legal, administrative or quasi-judicial actions claims or proceedings pending or threatened against him relating to or in any manner affecting or likely to affect the Assignee's right title and interest in the Assigned Intellectual Property including the Mark hereby assigned.
- l. The Assignor has not granted to any third party any permission, license or right to use the Assigned Intellectual Property including the Mark or any part thereof;
- m. The Assignor shall not be required to pay any royalties, premiums or other fees to any third parties in the relation to or consequent upon the use or commercial exploitation of the Assigned Intellectual Property including the Mark.
- n. All employees, service providers and consultants of the Assignor, involved in creating the Assigned Intellectual Property (or any part thereof) have duly assigned all of their rights, title and interest in the Assigned Intellectual Property to the Assignor.
- o. All registrations and applications for the Assigned Intellectual Property, as of the Effective Date including the Mark, are valid and subsisting and are not not subject to amendment, challenge to validity, removal or surrender and all fees required to maintain any such registrations are fully paid and up-to-date;

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4. Indemnification

(a) Indemnification from third party claims.

The Assignor hereby undertakes to indemnify, defend, protect and hold harmless the Assignee from and against all losses incurred in respect of, arising out of or resulting from any third-party claims alleging infringement on account of use of the Assigned Intellectual Property including the Mark by the Assignee, in accordance with the terms of this Deed.

(b) Indemnification against misrepresentation.

Each Party hereby agrees to indemnify, defend and hold harmless the other Party (together with its officers and agents) from and against any Losses that the other Party incurs or suffers or arising directly out of or in connection with any breach or inaccuracy of the respective representations, warranties and covenants of the Parties, as the case may be.

5. Consideration

- 5.1 In consideration for the assignment of the Mark to the Assignee under this Deed, the Assignee agrees to pay the Assignor a one-time, non-refundable fee of Rs. 1,00,000/- (Rupees One Lakh Only) (hereinafter referred to as "Consideration").
- 5.2 The Consideration shall be paid by the Assignee to the Assignor within 90 days from the Effective Date of this Deed.
- 5.3 The Assignor acknowledges and agrees that the Consideration constitutes full and final payment for all rights, use, and benefits granted under this Deed. Upon receipt of the Consideration, the Assignee shall have no further claim for any additional compensation or royalties in relation to the Mark granted herein.
- 5.4 All applicable taxes, levies, or duties imposed in connection with the payment of Consideration shall be borne by the Assignee.
- 5.5 Upon receipt of the payment in full, the Assignor shall provide the Assignee with a formal acknowledgment and receipt confirming that the Consideration has been paid in accordance with the terms of this Deed.

6. Notices





Any notice required or permitted to be given pursuant or in reference to this Deed, shall be in writing or in email and shall be valid and sufficient if delivered or sent by prepaid registered mail or by hand delivery or reputable international courier service, as the case may be, to the address of the party to whom it is to be sent as set out below and any notice shall be deemed to be given at the time of delivery. A facsimile notice shall be deemed to be a proper notice in writing and shall be deemed to be duly given at the time of receipt.

Prakash Suresh Rita:

Address: 902, Nariman Road, Nariman Tower, Vile Parle (East), Mumbai-400057

Email: prakashsrita@yahoo.com

Gloirio Decor Private Limited:

Attention: Mr. Jai Singhvi

Designation: Director

Address: 701, 7th Floor, S S House, Nehru Road, Vile Parle East Mumbai 400056

Email: jaisinghvi@gmail.com

Any notice, demand or payment which is due on a date which is a national holiday in India shall be deemed due on the next succeeding business day.

7. Independent Contractors

The Parties are independent contractors. This Deed does not create a fiduciary relationship between Parties, and nothing in this Deed is intended to make or shall make the Assignee a general or special agent, legal representative, joint venturer, partner, employee or servant of the Assignor.

8. Governing Law

The validity, construction and performance of this Deed shall be governed by and interpreted in accordance with the laws of India and the courts of Mumbai, India shall have exclusive jurisdiction in respect of all disputes arising out of, or relating to, this Deed.

9. Dispute Resolution

- 9.1 Any claim, dispute or difference arising out of or in connection with this Deed or its validity, interpretation, implementation or alleged breach of any of the provisions hereof or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions contained in this Deed or the interpretation or construction of this Deed or anything done or omitted to be done pursuant to this Deed, shall as far as possible, be

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resolved by Parties by mutual consultation.

- 9.2 If Parties fail to reach agreement by mutual consultation within thirty (30) days after a Party has made a request for mutual consultation or such longer period as the Parties may agree in writing, then in that event the claim, dispute or difference may be referred to arbitration by either Party, to a sole arbitrator appointed by Parties by mutual consent and if Parties are unable to agree on such sole arbitrator within forty five (45) days of expiry of the aforesaid thirty (30) days period, then the dispute may be referred by either Party to arbitration by an arbitration tribunal comprising of three (3) arbitrators, one arbitrator to be nominated by each Party and the two arbitrators so appointed to jointly nominate and appoint the third arbitrator.
- 9.3 If the two (2) arbitrators appointed by the Parties are unable to agree on the third arbitrator within 30 days of appointment of the second arbitrator, then either Party may apply to the competent courts of Mumbai, India for appointment of the third arbitrator.
- 9.4 The arbitration proceedings shall be conducted at Mumbai, Maharashtra, India.
- 9.5 The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 duly amended till date. The arbitration proceedings shall be conducted in the English language and the arbitral award shall be in English and shall provide reasons thereof. The award passed by the arbitrator shall be final and binding on the Parties.

10. Releases

Each of the Assignor and the Assignee confirms to the other that as on the date of this Deed neither Party has any causes of action, claims, suits, demands etc. against the other Party in relation to the use or registration of trade mark including without limitation the Mark. Without prejudice to the foregoing the Assignor hereby irrevocably and unconditionally releases, acquits, and discharges the Assignee, and all its past or present divisions, affiliates, shareholders, parents, subsidiaries, officers, directors, employees, agents, representatives, attorneys, insurers, fiduciaries, predecessors, heirs, executors, administrators, successors, and assigns, in their individual or representative capacities, to the fullest extent permitted by law, from and against any and all causes of action, claims, suits, debts, liens, damages, judgments, liabilities, demands, expenses (including attorneys' fees and costs), and other liabilities of every kind and nature whatsoever, whether known or unknown, direct or indirect, and of any kind nature, or description whatsoever, under any local, state or central (federal), statutory, regulatory, common law, or other law, whether at law or in equity, in each case, that it has as on the date of this Deed or may have had prior to date of this Deed, in relation to the use or registration of trade marks including without limitation the Mark by either the Assignee or its

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affiliates, subsidiaries, joint ventures, associates, divisions etc., and from any direct, consequential, compensatory, exemplary, liquidated, or unliquidated damages, and any and all other damages or liabilities of any kind arising therefrom.

11. Construction

The headings of the sections and paragraphs of this Deed are for convenience only and do not limit the contents of such sections or paragraphs. Words of any gender or number herein shall include any other gender or number where the context so requires. The words "include" or "including" shall indicate examples of the general statement to which they refer and not a limitation of that statement.

12. Entire Deed

12.1 The terms and conditions contained in this Deed constitute the entire agreement between the Parties and shall supersede all previous communications, negotiations, agreements, arrangements and promises, either oral or written, between the Parties with respect to the subject matter hereof.

12.2 The Parties may amend, change, add or modify this Deed in accordance with the mutual agreement between the Parties, provided, however, that no amendment, change, addition or modification to the Deed shall be binding or effective unless set forth in writing and executed by the respective duly authorized officer or representatives of each of the Parties.

13. Severability

If any provision of this Deed shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the validity or enforceability of any other provision of this Deed and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14. Waiver

No failure or delay on the part of either Party in the exercise of any right, power, privilege or remedy provided under this Deed shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Deed nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in

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this Deed (all of which are several and cumulative and are not exclusive of each other) or of any other rights or remedies otherwise available to a Party at law or in equity. Waiver, if any, has to be in writing by authorized personnel of the respective Party.

15. Amendments

No change, modification or termination of any of the terms, provisions, or conditions of this Deed shall be effective unless made in writing and signed by both the Parties.

16. Delays or Omissions

No delay or omission to exercise any right, power or remedy accruing to a Party, upon any breach or default of the other Party hereto under the Deed shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of a Party of any breach of default under this Deed or any waiver on the part of a party of any provisions or conditions of the Deed, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Deed, or law or otherwise afforded to any party shall be cumulative and not alternative.

17. Costs

Each of the Parties will bear its own costs and expenses, namely fees and expenses of legal counsel, accountants, brokers, consultants and other representatives used or hired in connection with the negotiation and preparation of this Agreement. All the costs, charges and expenses including stamp duty on this Deed or any deeds, documents and/or writings executed by and between the parties hereto and/or in respect of the subject matter of this Deed shall be borne and paid by the Assignee.

18. Successors

The provisions of this Deed will be binding on the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.

19. Authority and Counterparts

Both the parties do hereby state, agree and confirm that they have valid authority to execute this Deed. Both Parties have reviewed the contents of this Deed and having understood its interpretation, have given assent to execute this Deed. This Deed may be executed in any

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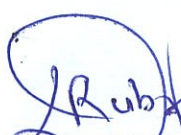


number of counterparts, and each of said counterparts shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Deed to be executed by their representatives duly hereinto authorized, intending to be legally bound hereby, as of the day and year first above written.

PRAKASH SURESH RITA Signature:  In the presence of: 1. <u>Sanjay Kumar Pondey</u>  2. <u>Sumeer Raghunath Padi</u> 	For GLOIRIO DÉCOR PRIVATE LIMITED Signature:  Name: Mr. Jai Singhvi Designation: Director In the presence of: 1. <u>Poonam Mhandlekar</u>  2. <u>SNEHA GUPTA</u> 
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RAGHVENDRA C. DUBEY
(B.A. LL.B.)
ADVOCATE & NOTARY GOVT. OF INDIA
2, Shanti Seva Sangh, Netaji Nagar.
90 Feet Road, Sakinaka, Mumbai - 400072.